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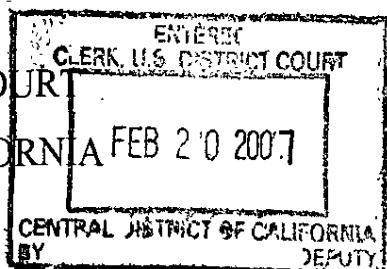
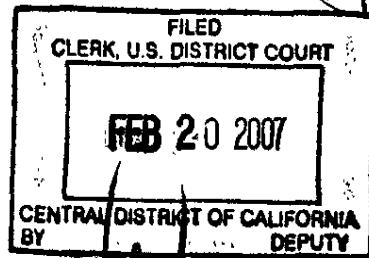
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CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

SENTRY INSURANCE A MUTUAL
COMPANY,

Plaintiff,

v.
WEST AMERICAN RUBBER
COMPANY, LLC,

Defendant.



) CASE NO. CV06-6780 R (JWJx)

} (The Honorable Manuel L. Real)

} **JUDGMENT PURSUANT TO
STIPULATION**

JUDGMENT PURSUANT TO STIPULATION

WHEREAS the parties, Plaintiff Sentry Insurance a Mutual Company ("Sentry") and Defendant West American Rubber Company LLC, having stipulated for entry of judgment upon the terms specified in said Stipulation for Entry of Judgment; and good cause appearing therefore:

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1 **IT IS ORDERED, ADJUDGED AND DECREED** that judgment is hereby
2 entered in favor of Sentry Insurance a Mutual Company and against West American
3 Rubber Company LLC in the sum of \$882,030.74 subject to the terms contained in
4 the Stipulation for Entry of Judgment, an executed copy of which is attached as
5 Exhibit "A" hereto.

Dated: Feb. 20, 2007

The Honorable Manuel L. Real

LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

SCANNED

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2 LANE J. ASHLEY, SB# 073296
3 E-Mail: ashley@lbbslaw.com
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Los Angeles, California 90012
Telephone: (213) 250-1800
Facsimile: (213) 250-7900

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Attnorneys for Plaintiff,
SENTRY INSURANCE, A MUTUAL COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SENTRY INSURANCE A MUTUAL
COMPANY.

CASE NO. CV06-6780 R (JWJx)

(The Honorable Manuel L. Real)

**STIPULATION FOR ENTRY OF
JUDGMENT**

v

WEST AMERICAN RUBBER COMPANY, LLC.

Defendant

18 **IT IS HEREBY STIPULATED** by and between plaintiff Sentry Insurance a
19 Mutual Company (“Sentry”) and defendant West American Rubber Company, LLC,
20 a California limited liability corporation (“WARCO”), that Judgment in the above-
21 entitled action and in the form of the Judgment Pursuant to Stipulation, attached
22 hereto and incorporated herein by this reference, be entered in favor of Sentry and
23 against defendant WARCO for \$882,030.74.

24 **IT IS FURTHER STIPULATED** that upon execution of the Stipulated
25 Judgment by the parties, WARCO will remit payment in the amount of two hundred
26 thousand dollars (\$200,000) to Sentry within five (5) days. Thereafter, WARCO will
27 pay the sum of \$25,000 to Sentry on or before the tenth (10th) of each month until the
28 remaining balance owed of \$682,030.74 is fully paid. The monthly repayment

1 obligation of \$25,000 will incept on the first day of the calendar month following
 2 payment of the sum of \$200,000.

3 **IT IS FURTHER STIPULATED** that during the period of repayment of the
 4 above-referenced amount owed, no interest will accrue on either the amount owed by
 5 WARCO to Sentry or on the \$300,000 held as collateral by Sentry. In the event that
 6 Sentry releases the \$300,000 collateral during the repayment period or any portion
 7 thereof during the period of WARCO's repayment of amounts owed pursuant to the
 8 Judgment, the released collateral will be applied to the remaining balance owed on
 9 the Judgment. Should such payment serve to satisfy the Judgment in its entirety, any
 10 remaining collateral will be returned to WARCO unless otherwise required pursuant
 11 to the Cash Deposit Security Agreement in effect between the parties. Any such
 12 credit will not effect WARCO's obligation to make its \$25,000 payment by the tenth
 13 (10th) of each month on any remaining balance owed on the Judgment.

14 **IT IS FURTHER STIPULATED** that within forty-five (45) days of the entry
 15 of Judgment and upon timely payment by WARCO of \$200,000 and any monthly
 16 payment then due in accordance with the terms of the Judgment, Sentry will report to
 17 WARCO on the \$76,000 credit which WARCO alleges is due and owing from
 18 Sentry, and Sentry will provide information regarding same. Should Sentry
 19 determine that the alleged credit is owed WARCO, the amount of the credit will be
 20 applied by Sentry to the remaining balance owed on the Judgment. Any such credit
 21 will not effect WARCO's obligation to make its \$25,000 payment by the tenth (10th)
 22 of each month.

23 **IT IS FURTHER STIPULATED** that Sentry may record abstracts of
 24 judgment in any county in the state of California upon entry of Judgment and may
 25 file a judgment lien with the California Secretary of State.

26 **IT IS FURTHER STIPULATED** that Sentry will not cause execution to
 27 issue against WARCO, provided that WARCO pay Sentry as required herein. If
 28 WARCO defaults on making the payments as required, Sentry shall notify WARCO

1 in writing of the default and WARCO shall have twenty (20) calendar days thereafter
2 to cure the default. Should a second default occur, Sentry shall notify WARCO in
3 writing of the default and WARCO shall have ten (10) calendar days thereafter to
4 cure the default. For any subsequent default, Sentry shall notify WARCO in writing
5 of the default and WARCO shall have five (5) calendar days thereafter to cure the
6 default. If WARCO fails to cure any default within the subscribed time, Sentry may,
7 without any further notification to WARCO, proceed with having a writ of execution
8 issued and immediately pursue all rights under the Judgment, including but not
9 limited to the seizure and levying of assets, judgment sale, foreclosure, writ of
10 possession, receivership, creditor's suit, and garnishment. Sentry shall be entitled to
11 recovery of its costs and/or attorneys fees in accordance with Federal Rule of Civil
12 Procedure 54, or any other applicable statute.

13 **IT IS FURTHER STIPULATED** that this Stipulation for Entry of Judgment
14 shall constitute a binding and final adjudication of the parties' rights and liabilities in
15 this action, that the Judgment shall become final for all purposes upon entry of the
16 Judgment. Each party to this Stipulation for Entry of Judgment hereby waives any
17 and all rights to appeal, collaterally attack, or otherwise seek to vacate this
18 Stipulation and the Judgment entered pursuant thereto.

19 **IT IS FURTHER STIPULATED** that the parties acknowledge the fact that,
20 in entering into this Stipulation for Entry of Judgment, they are acting of their own
21 volition in reliance on advice of independent counsel, and on their own
22 determination and judgment as to their own interests.

23 **IT IS FURTHER STIPULATED** that the provisions of this Stipulation for
24 Entry of Judgment are severable and in the event any provision or portion of this
25 Stipulation for Entry of Judgment and/or the Judgment entered pursuant hereto is
26 declared illegal or unenforceable, the remainder of this Stipulation for Entry of
27 Judgment and/or Judgment entered pursuant hereto shall be effective and binding on
28 the parties.

SCANNED

1 On entry, the Judgment shall become final and execution may be levied on it
2 immediately.

3 The parties request and agree that this Court shall retain jurisdiction over the
4 parties to enter into the Judgment and to enforce this Stipulation for Entry of
5 Judgment until there is full performance on the terms hereof.

6 DATED: January , 2007 WEST AMERICAN RUBBER COMPANY, LLC
7

8
9 By: _____
10

11 DATED: January 31, 2007 SENTRY INSURANCE A MUTUAL COMPANY
12

13 By: Kenneth J. Alt
14 *Assoc. Counsel*
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LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

JAN-25-2007 17:28 FROM:LEWIS BRISBOIS

213 680 5162

TO: 310 785 0254

P. 6/6

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1 On entry, the Judgment shall become final and execution may be levied on it
2 immediately.

3 The parties request and agree that this Court shall retain jurisdiction over the
4 parties to enter into the Judgment and to enforce this Stipulation for Entry of
5 Judgment until there is full performance on the terms hereof.

6 DATED: January 7, 2007 WEST AMERICAN RUBBER COMPANY, LLC

By: J. F. Henne

11 | DATED: January , 2007 SENTRY INSURANCE A MUTUAL COMPANY

By:

IN WITNESS WHEREOF, the parties have executed this Stipulation for
Entry of Judgment as of the date set forth below.

DATED: January 1, 2007 LEWIS BRISBOIS BISGAARD & SMITH LLP

By Lane J. Ashley
Celia Moutes-Lee
Attorneys for Plaintiff
Sentry Insurance a Mutual Company

DATED: January , 2007 THE QUISENBERRY LAW FIRM

By John Quisenberry
Attorneys for Defendant
West American Rubber Company, LLC

JAN-25-2007 17:28 FROM:LEWIS BRISBOIS

213 680 5162

TO:310 785 0254

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 2 immediately.

3 The parties request and agree that this Court shall retain jurisdiction over the
 4 parties to enter into the Judgment and to enforce this Stipulation for Entry of
 5 Judgment until there is full performance on the terms hereof.

6 DATED: January 7, 2007 WEST AMERICAN RUBBER COMPANY, LLC
 7

8 By: L.J. Henne

9
 10 DATED: January , 2007 SENTRY INSURANCE A MUTUAL COMPANY
 11

12 By: _____
 13

14
 15 IN WITNESS WHEREOF, the parties have executed this Stipulation for
 16 Entry of Judgment as of the date set forth below.

17
 18 DATED: January , 2007 LEWIS BRISBOIS BISGAARD & SMITH LLP
 19

20 By:

21 Lane J. Ashley
 22 Celia Moutes-Lee
 23 Attorneys for Plaintiff
 24 Sentry Insurance a Mutual Company

25
 26 DATED: January 7, 2007 THE QUISENBERRY LAW FIRM
 27

28 By:

John Quisenberry
 Attorneys for Defendant
 West American Rubber Company, LLC

4347-0703-1553.1

-4-
STIPULATION FOR ENTRY OF JUDGMENT

8

IN WITNESS WHEREOF, the parties have executed this Stipulation for
Entry of Judgment as of the date set forth below.

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DATED: January 13, 2007 LEWIS BRISBOIS BISGAARD & SMITH LLP

LEWIS BRISBOIS BISGAARD & SMITH LLP

By Lila Mentes Lee

Lane J. Ashley
Celia Moutes-Lee
Attorneys for Plaintiff
Sentry Insurance a Mutual Company

10 DATED: January ___, 2007 THE QUISENBERRY LAW FIRM

THE QUISENBERRY LAW FIRM

By John Quisenberry
Attorneys for Defendant
West American Rubber Company, LLC

IT IS SO ORDERED.

Dated

The Honorable Manuel L. Real

LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

1 **PROOF OF SERVICE**
2 *Sentry Insurance v. West American Rubber Co.*
3 File No.: 24731-19

SCANNED

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
5

6 I am employed in the County of Los Angeles, State of California. I am over
7 the age of 18 and not a party to the within action. My business address is 221 North
8 Figueroa Street, Suite 1200, Los Angeles, California 90012.

9 On February 15, 2007, I served the following document described as:
10

11 **STIPULATION FOR ENTRY OF JUDGMENT**
12

13 on all interested parties in this action by placing a true copy the original
14 thereof enclosed in sealed envelopes addressed as follows:
15

16 John Quisenberry, Esq.
17 THE QUISENBERRY LAW FIRM
18 2049 Century Park East
19 Suite 2200
20 Los Angeles, CA 90067

21 (BY MAIL, 1013a, 2015.5 C.C.P.)
22

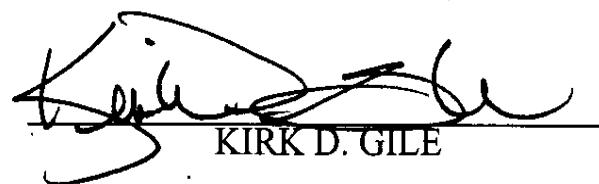
23 I deposited such envelope in the mail at Los Angeles, California. The
24 envelope was mailed with postage thereon fully prepaid.
25

26 I am readily familiar with the firm's practice for collection and
27 processing correspondence for mailing. Under that practice, this document will be
28 deposited with the U.S. Postal Service on this date with postage thereon fully prepaid
at Los Angeles, California in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or
postage meter date is more than one day after date of deposit for mailing in affidavit.

29 (STATE) I declare under penalty of perjury under the laws of the State of
30 California that the above is true and correct.
31

32 (FEDERAL) I declare that I am employed in the office of a member of the bar
33 of this Court at whose direction the service was made.
34

35 Executed on February 15, 2007, at Los Angeles, California.
36

37 
38 KIRK D. GILE
39

PROOF OF SERVICE

Sentry Insurance v. West American Rubber Co.
File No.: 24731-19

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012.

On February 15, 2007, I served the following document described as:

JUDGMENT PURSUANT TO STIPULATION

on all interested parties in this action by placing a true copy the original thereof enclosed in sealed envelopes addressed as follows:

John Quisenberry, Esq.
THE QUISENBERRY LAW FIRM
2049 Century Park East
Suite 2200
Los Angeles, CA 90067

[X] (BY MAIL, 1013a, 2015.5 C.C.P.)

[] I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 15, 2007, at Los Angeles, California.



KIRK D. GILE

KIRK D. GILE